

1 ERIC DONEY, #76260
eric@donahue.com
2 JULIE E. HOFER, #152185
julie@donahue.com
3 ANDREW S. MACKAY, #197074
andrew@donahue.com
4 DONAHUE GALLAGHER WOODS LLP
1999 Harrison Street, 25th Floor
5 Oakland, California 94612-3520
Telephone: (510) 451-0544
6 Facsimile: (510) 832-1486

7 Attorneys for Plaintiff
AUTODESK, INC.
8

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION
12

13 AUTODESK, INC., a Delaware
corporation,

14 Plaintiff,
15

16 v.

17 ADVANTEC CONSULTING
ENGINEERS, INC., a California
corporation,
18

19 Defendant.
20
21
22
23
24
25
26
27
28

CASE NO. C10-01918-CW

**STIPULATION; ORDER OF DISMISSAL;
RETENTION OF JURISDICTION**

1 Plaintiff, Autodesk, Inc. ("Autodesk"), by and through its counsel, Julie E. Hofer of
2 Donahue Gallagher Woods LLP, and defendant, ADVANTEC Consulting Engineers, Inc., by and
3 through the undersigned officer and counsel, hereby stipulate to the following:

4 1. Defendant and its officers, directors, principals, agents, employees, successors, and
5 assigns, and all other persons acting in concert with or in conspiracy with or affiliated with
6 Defendant are enjoined and restrained from:

7 (a) Copying, reproducing, distributing or using any unauthorized copies of Autodesk's
8 copyrighted software products;

9 (b) Otherwise infringing any of Autodesk's copyrights; and

10 (c) Circumventing any technological measure that effectively controls access to any of
11 Autodesk's software products.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 2. Pursuant to a settlement agreement entered into between the parties to this action,
23 without either party admitting to liability or wrongdoing, the remaining claims for relief in this
24 action have been settled with certain additional obligations to be performed by the parties.
25 Further, the parties agree that this Court is to retain complete jurisdiction over the settlement of
26 the action. The remaining action is hereby dismissed with prejudice provided, however, that this
27 Court shall expressly retain complete jurisdiction to vacate the dismissal to reopen the action to
28 enforce performance of the terms of the parties' settlement agreement, and the parties to this

1 action consent to the jurisdiction of the Court for said purposes. Neither party in the action is
2 deemed the prevailing party, and as such, the Parties shall bear their own attorney's fees and costs
3 in relation to this action and stipulation without effecting the terms of the parties' settlement
4 agreement.

5
6 IT IS SO STIPULATED.

7
8 Dated: _____ DONAHUE GALLAGHER WOODS LLP

9
10 By: _____
11 Julie E. Hofer
12 Attorneys for Plaintiff
13 AUTODESK, INC.

14 Dated: 08.30.2010
15 ADVANTEC CONSULTING ENGINEERS, INC.

16 By: _____
17 Name: Leo Lee
18 Title: CEO

19 Dated: _____ STETINA BRUNDA GARRED & BRUCKER

20 By: _____
21 William J. Brucker
22 Attorneys for Defendant
23 ADVANTEC CONSULTING ENGINEERS, INC.

24 **ORDER**

25 PURSUANT TO STIPULATION, IT IS SO ORDERED.

26 Dated: _____
27 Hon. Claudia Wilken
28 United States District Court Judge

1 action consent to the jurisdiction of the Court for said purposes. Neither party in the action is
2 deemed the prevailing party, and as such, the Parties shall bear their own attorney's fees and costs
3 in relation to this action and stipulation without effecting the terms of the parties' settlement
4 agreement.

5
6 IT IS SO STIPULATED.

7
8 Dated: 9/21/10

DONAHUE GALLAGHER WOODS LLP

9
10 By: Julie E Hofer

Julie E. Hofer
Attorneys for Plaintiff
AUTODESK, INC.

11
12 Dated: _____

ADVANTEC CONSULTING ENGINEERS, INC.

13
14 By: _____

Name: _____

Title: _____

15
16 Dated: 9/1/10

STETINA BRUNDA GARRED & BRUCKER

17
18 By: William J. Brucker

William J. Brucker
Attorneys for Defendant
ADVANTEC CONSULTING ENGINEERS, INC.

19
20
21 **ORDER**

22 PURSUANT TO STIPULATION, IT IS SO ORDERED.

23
24 Dated: 9/22/2010

Claudia Wilken
Hon. Claudia Wilken
United States District Court Judge